

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Greg R. Thompson, M.D.
No.: 6720
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Greg R. Thompson, M.D. (“Dr. Thompson” or “Respondent”), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I, 329:18 and 329:18-a, and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on June 3, 1983. Respondent holds license number 6720. Respondent practices psychiatry in Plaistow and Derry, NH.
3. In December of 2004, the Board received information from a compliance investigator from the Board of Pharmacy regarding Respondents prescription practices for one of Respondent’s patients.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's questionable prescribing practices.

The Board's investigation revealed and Respondent freely admits to the following facts:

- A. On December 7, 2004, a compliance investigator for the Board of Pharmacy reviewed prescriptions written by Respondent for one of his patients. The investigator was concerned about the frequency of the prescriptions and the use of multiple pharmacies by the patient.
- B. A review of the patient's record showed that Respondent prescribed large quantities of pain medication for this patient for two years. Respondent failed to perform an adequate physical examination, order diagnostic tests or refer the patient to a specialist for her pain. The patient first signed a written pain contract with Respondent in July of 2004.
- C. Several prescriptions written for the patient were not properly documented in the patient record. There was evidence that Respondent wrote "early" prescriptions for the patient on several occasions. A pharmacy profile revealed that the patient was using eight pharmacies, in violation of her pain contract.
- D. In late December of 2004, Respondent attended a seminar on pain management. After taking that course, Respondent transferred his pain management patients to another practitioner. Respondent also asked the patient to sign a second, more appropriate pain contract.

5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI (c) and (k); Med 501.02 (d), (e) and (i).
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
 - A. Respondent is REPRIMANDED.
 - B. Respondent's license to practice medicine is RESTRICTED to the practice of general psychiatry, not to include the treatment of chronic pain.
 - C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
 - D. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license

or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

13. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if the Board does not accept this *Settlement Agreement*.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 7/6/05

Greg R. Thompson M.D.
Greg R. Thompson, M.D.
Respondent

Date: _____

[Doctor's Attorney, if any]
Counsel for Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: August 9, 2005

Penny Taylor
(Signature)

Penny Taylor
Penny Taylor, Administrator
Authorized Representative of the
New Hampshire Board of Medicine

Kevin Costin, P.A.
/* [~~recused member(s)~~], Board members, recused.

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